

## EXHIBIT “D”

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WRITER'S DIRECT LINE

January 16, 2007

**VIA FACSIMILE AND REGULAR MAIL**

Mr. Dean T. Kirby, Jr.  
Kirby & McGuinn PC  
600 B Street, Suite 1950  
San Diego, CA 92101-4515

**Re: *In re USA Commercial Mortgage Company, et al.,*  
Ch. 11 Case No. BK-S-06 10725 LBR**

Dear Mr. Kirby:

We represent Compass Partners LLC ("Compass") in connection with its acquisition of certain of the assets of USA Commercial Mortgage Company ("USACM") and USA Capital First Trust Deed Fund, LLC in the above-referenced chapter 11 cases of USACM and its affiliated debtors, as debtors and debtors in possession (collectively, the "Debtors"). We are in receipt of your correspondence, dated January 4, 2007, on behalf of your clients, Debt Acquisition Company of America V ("DACA") and its affiliate Vindrauga Corporation ("Vindrauga").

DACA and Vindrauga are knowingly and willfully engaging in actionable conduct in connection with their direct and indirect solicitation of Direct Lenders (as such term is defined in the Debtors' chapter 11 plan). These actions include, but are not limited to, making material misrepresentations and false promises regarding Direct Lenders' right to replace Compass as servicer, the servicing fees which Compass may charge, and a potential replacement servicer's ability to waive or otherwise subordinate servicing fees and other accruals which Compass purchased from the Debtors' estates for valuable consideration. These actions, among others, are damaging to Compass, directly contradict the express terms of the proposed confirmation order, and threaten to undermine the implementation of the Debtors' chapter 11 plan and the asset sale transaction. Compass also has reason to believe that, in the course of such solicitations,

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DACA and Vindrauga may have made disparaging remarks about Compass and its principals, thereby damaging its business reputations and opportunities.

DACA and Vindrauga are hereby placed on notice and admonished to immediately cease and desist from making material misrepresentations and false promises, either directly or indirectly, to any Direct Lender, and from soliciting and encouraging a breach by Direct Lenders of applicable loan servicing agreements by substituting Vindrauga for USA/Compass as servicer in circumstances where no such right to replace USA/Compass exists under the loan servicing agreement and that certain Order, dated January 8, 2007, of the United States Bankruptcy Court for the District of Nevada. Further, DACA and Vindrauga must immediately cease and desist from making any defamatory remarks against Compass or its principals.

If Compass does not have your client's complete cooperation regarding these matters, Compass will have no choice but to take all appropriate legal action.

Compass reserves all of its rights to seek all appropriate legal and/or equitable relief, as necessary.

Sincerely yours,

/s/ George A. Davis

George A. Davis